

APPLICATION FOR ENCROACHMENT PERMIT
(to be completed by applicant)

The Fritz Duda Company hereby requests permission to construct, operate and maintain certain street improvements including a raised median with an opening for a left turn pocket in Day Street between Gateway Drive and Campus Parkway in the City of Riverside as shown on the attached drawing Exhibit "A". Upon issuance of this permit, I agree to comply with the attached terms and conditions.

Date September 18, 1992 The Fritz Duda Company

By 
Patrick Edgerton
Project Manager

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ENCROACHMENT PERMIT APPROVAL
(to be completed by City)

This permit shall become effective upon the approval of the Departments listed below. Issuance of this permit shall not be construed as a waiver of any other applicable permit or requirement, but is only revocable permission to use the land for the purpose described.

___ Public Utilities Water N/A

___ Public Utilities Electric N/A

___ Planning N/A

___ Parks and Recreation N/A

___ (other) _____

___ (other) _____

This permit is approved subject to the attached Terms and Conditions.

Date 9/18/92 
Public Works Director

Encroachment Permit No. E-1218

TERMS AND CONDITIONS

The following indicated terms and conditions apply to encroachment permit no. E-1218.

1. Permittee acknowledges that the area of encroachment is owned or controlled by the City of Riverside.
2. Permittee acknowledges that the described property could be needed for a proposed or planned public improvement and the City may revoke this permit. Upon written notice of revocation, the permittee shall, within the time prescribed by the City, remove all improvements placed, constructed or maintained. If the permittee fails to abide by the removal order of the City, the City shall have the right to remove and destroy the improvements without reimbursement to the permittee. The cost of such removal shall be paid by the permittee to the City and shall constitute a debt owed to the City.
3. Permittee waives the right of claim, loss, damage or action against the City resulting from revocation, termination, removal of improvements or any action of the City, its officers, agents or employees taken in accordance with the terms herein.
4. If the City Council of the City of Riverside finds that the permittee is in default of the terms of this permit, that shall be cause for revocation.
5. Permittee herewith agrees to hold the City of Riverside harmless from and against all claims demands, costs, losses, damages, injuries, actions for damages and/or injuries, and liability in connection with the construction, encroachment, and/or maintenance to be done by permittee within the described property.
6. Prior to any construction taking place on City controlled property, permittee shall obtain a Construction Permit or Street Opening Permit from the City Public Works Department.
7. The permittee agrees to insure that construction of their improvements will not interfere in any way with existing City or utility facilities. The existing facilities will require future maintenance, reconstruction and revisions and facilities may be added, any of which may result in removal or alteration of the permittee's improvements without

reimbursement to the permittee. Prior to construction, Permittee shall contact Underground Service Alert to field locate existing utility lines. Any conflicts discovered will void the permit until acceptable revisions are made.

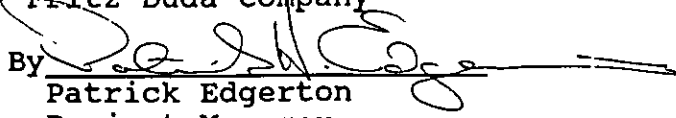
8. This permit is issued to the Fritz Duda Company at its own risk. In the event the City Councils of the City of Moreno Valley and the City of Riverside fail to approve and execute the agreement pertaining to the safety and operation of the median opening (which is now being processed), the Permittee shall remove the median opening and reconstruct the area to the specifications of the Public Works Director of the City Of Riverside and this permit shall be revoked. If the Permittee fails to remove the improvements upon written notification within the time prescribed, the City of Riverside shall have the right to perform the necessary work. The cost of removal and reconstruction of the area shown on Exhibit "A" shall be paid by the Permittee to the City and shall constitute a debt owed to the City.

I have read and understand and agree to the above Terms and Conditions of Encroachment Permit No. 1218.

Date September 18, 1992

Fritz Duda Company

By


Patrick Edgerton
Project Manager